



THOMAS D. MARION
TREASURER

TTX COMPANY
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March 28, 2000

VIA FEDERAL EXPRESS

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20006

RECORDATION NO. **13120-G** FILED
MAR 29 '00 1-59 PM
TS
SURFACE TRANSPORTATION BOARD



Dear Mr. Williams:

In accordance with 49 U.S.C. §11303, we submit herewith for recording with the Surface Transportation Board original counterparts of the document described below.

This document is an assignment and assumption agreement, a "secondary document", dated March 1, 2000. The primary document to which this is related is the Conditional Sale Agreement dated as of April 1, 1981, filed with the Interstate Commerce Commission and assigned recordation number 13120.

The names and addresses of the parties related to the document are as follows:

Assignor, Original Lessee

Railbox Company
101 North Wacker Drive
Chicago, Illinois 60606

Assignee, New Lessee

TTX Company
101 North Wacker Drive
Chicago, Illinois 60606.

A short summary of the document for use in the index follows:

Assignment and Assumption Agreement dated March 1, 2000, whereby TTX Company assumes the obligations of Railbox Company as lessee under the Lease of Railroad Equipment dated as of April 1, 1981 (Railbox Lease 14).

1-5

Mr. Vernon A. Williams

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March 28, 2000

Enclosed is our check in the amount of \$26.00 to cover filing fees.

The general description of the equipment is as follows:

TYPE	AAR MECHANICAL DESIGNATION	NO. OF UNITS	MARKED	NUMBERED
50'6'', 70-ton capacity general service boxcars with 10' doors.	XM	109	RBOX	38641-38749

Once the filing has been made, please retain one copy and return the remaining stamped counterparts and transmittal letter copy to me.

Very truly yours,



Enclosures

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ASSIGNMENT AND ASSUMPTION AGREEMENT
RAILBOX LEASE 14

MAR 29 '00

1:59 PM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT dated March 1, 2000, between Railbox Company, a Delaware corporation (hereinafter called **Railbox**), and TTX Company, a Delaware corporation (hereinafter called **TTX**).

WHEREAS Railbox is the lessee under that certain Lease of Railroad Equipment dated as of April 1, 1981, between Railbox (under its then name, American Rail Box Car Company) and First Security State Bank (predecessor to First Security Bank, National Association, as Owner Trustee), as amended by the Termination Agreement dated as of December 1, 1999, among the Owner, First Security Bank, National Association (herein called the **Owner Trustee**), the other owners and owner trustees therein named, Allfirst Bank, Railbox and TTX Company, and the Participation Agreement of even date with said Lease of Railroad Equipment among Railbox (under its then name, as aforesaid), Mercantile-Safe Deposit and Trust Company, Borg-Warner Leasing Corporation (predecessor to The CIT Group/Equipment Financing, Inc., as Owner), First Security State Bank (predecessor to First Security Bank, National Association, as Owner Trustee), and certain parties named in Schedule A thereto (such Lease of Railroad Equipment, as so amended, and such Participation Agreement being hereinafter collectively called the **Transaction Documents**);

WHEREAS the said Lease of Railroad Equipment was recorded with the Interstate Commerce Commission pursuant to then section 11303 of Title 49 of the United States Code and assigned recordation number 13120-B;

WHEREAS TTX owns all of the capital stock of Railbox; and

WHEREAS on the date hereof the parties hereto are effecting a consolidation, whereby Railbox is transferring all of its assets to TTX in contemplation of liquidation of Railbox, and TTX is assuming all of the obligations of Railbox.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Railbox does hereby assign, transfer and convey all of its rights and interests under, in and to the Transaction Documents to TTX.

2. TTX does hereby accept the foregoing assignment, and agrees and undertakes to fulfill and perform all obligations and liabilities of Railbox under the Transaction Documents, whether arising before or after this agreement.

3. TTX will cause this agreement to be recorded with the United States Surface Transportation Board pursuant to section 11301 of Title 49 of the United States Code, and will undertake the filing or recording of any other instruments and the taking of any action required by law or requested by the parties to the Transaction Documents for the proper protection of such parties and the fulfillment of the intention of this agreement.

4. This agreement is for the benefit of the parties to the Transaction Documents, and this agreement and the Transaction Documents may be enforced by them against TTX.

IN WITNESS WHEREOF, each party hereto has caused this agreement to be executed by its respective officer thereunto duly authorized as of the date first above written.

RAILBOX COMPANY

by ...  ...
TREASURER

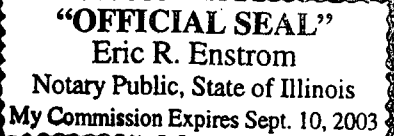
TTX COMPANY

by ...  ...
TREASURER

STATE OF ILLINOIS)

COUNTY OF COOK)

On this 1st day of March, 2000, before me personally appeared Thomas D. Marion, to me personally known, who, being by me duly sworn, says that he is Treasurer of RAILBOX COMPANY, that the foregoing instrument was signed on behalf of said company on such day by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



[Notary Seal]
My commission expires

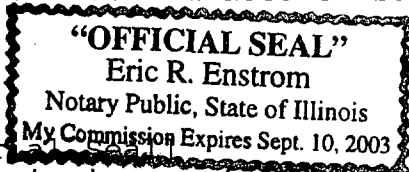
9/10/03

Eric R. Enstrom
Notary Public

STATE OF ILLINOIS)

COUNTY OF COOK)

On this 1st day of March, 2000, before me personally appeared Thomas D. Marion, to me personally known, who, being by me duly sworn, says that he is Treasurer of TTX COMPANY, that the foregoing instrument was signed on behalf of said company on such day by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



[Notary Seal]
My commission expires

9/10/03

Eric R. Enstrom
Notary Public